

Exhibit B
Agreement

AGREEMENT (“Agreement”) BY AND BETWEEN EXECUTIVE FLIGHT, INC., (“EFI”) and MARK WALDRON in his official capacity as Chapter 11 Trustee for Giga Watt, Inc., (“Trustee”)

RECITALS

WHEREAS, EFI leased to Giga Watt, Inc., (“GWI”) the commercial property located at One Campbell Parkway, East Wenatchee, WA 98802 (“Premises”);

WHEREAS, GWI defaulted under its lease with EFI and then filed for Chapter 11 bankruptcy protection;

WHEREAS, GWI remained in possession of the Premises for exactly one month post-petition;

WHEREAS, GWI abandoned personal property (“Property”) at the Premises after it vacated the Premises including, but not limited to, office furniture;

WHEREAS, in the GWI bankruptcy, EFI could move for payment of an administrative expense in excess of \$11,000 for the one month post-petition that GWI occupied the Premises, and EFI could potentially assert a landlord’s lien against the Property and seek to foreclose the same;

WHEREAS, Foss Appraisal Service, on or about March 1, 2019, appraised the Property and found it to have a fair market value of \$4,530.00; and

WHEREAS, the Parties to this Agreement desire to resolve this matter without unnecessary motions or an adversary proceeding.

NOW THEREFORE, in consideration of the mutual covenants and promises contained herein, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged by the parties to this Agreement (“Parties”), the Parties agree to be legally bound by the following terms and conditions:

1. **TRANSFER OF PROPERTY.** Subject to the contingency in the next paragraph, Trustee transfers to EFI all rights, title, interest, and ownership it has to the Property. To the extent

 *Agreement – Page 1 of 3*

that there are any fees, transfer costs, and/or taxes (collectively "Charges") associated with this transfer, EFI agrees to be responsible for all such Charges. EFI accepts the Property "as is" with no warranties.

2. **CONTINGENT**. This transfer and agreement is contingent upon the Bankruptcy Court's approval. Trustee will move the court for approval of this transfer and Agreement, and EFI will support the motion subject to the terms of this Agreement.
3. **RELEASE**. Subject to the Court's approval of this Agreement, in return for the Property, EFI waives and releases its right to move for payment of an Administrative Expense for the post-petition period GWI occupied the Premises. EFI further fully releases and forever discharges Giga Watt and its respective predecessors, successors, assignees, affiliates, partners, spouses, agents, officers, directors, employees, associates, advisors, attorneys, insurers and representatives, and former partners, agents, officers, employees, associates, advisors and representatives, of and from any and all claims, demands, liabilities, and causes of action of every kind, whether known or unknown, accrued or unaccrued, related to the post-petition period that Giga Watt occupied the Premises.
4. **COMPLETE AGREEMENT**. This written Agreement contains the entire understanding between the parties in connection with this subject matter and supersedes and replaces all prior negotiations, settlements or representations by or between the parties, whether oral or written. Each party acknowledges that no other party, nor any agent or attorney of any party, has made any promise, representation or warranty whatsoever, express or implied, not contained herein, concerning the subject matter hereof, to induce it or them to execute this Agreement and each party acknowledges that he, she or it has not executed this Agreement in reliance on any such promise, representation or warranty not contained herein.
5. **CONSTRUCTION**. This Agreement has been drafted by mutual negotiation between the parties. It shall be construed according to the fair intent of the language as a whole and not for or against any party.
6. **AUTHORITY AND CAPACITY**. The parties represent and warrant that they have the legal right and capacity to enter into this Agreement and that this Agreement is not in conflict with any other agreement to which they are bound. Each party acknowledges and agrees that this warrant and representation is an essential and material term of this Agreement without which the consideration relating to it would not have been delivered. Each person signing this Agreement on behalf of a party does so in his/her representative capacity only.

MARK D. WALDRON
Chapter 11 Trustee
Giga Watt, Inc., Case No. 18-03197
6711 Regents Blvd. W., Suite B
Tacoma, WA 98466
Phone: 253-565-5800
Email: gigawatt@mwaldronlaw.com

MM
Agreement – Page 2 of 3

7. COUNTERPARTS. This Agreement may be executed in counterparts and shall be binding on all parties as if all signatures were affixed to a single Agreement.

DATED this 19 day of April, 2019.

GIGA WATT, INC.

By: Mark Waldron
Its: Chapter 11 Trustee

MARK D. WALDRON
Chapter 11 Trustee
Giga Watt, Inc., Case No. 18-03197
6711 Regents Blvd. W., Suite B
Tacoma, WA 98466
Phone: 253-565-5800
Email: gigawatt@mwaldronlaw.com

EXECUTIVE FLIGHT, INC.

By: Thomas Leonard
Its: President